

MEMORANDUM

Agenda Item No. 8(E)(4)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing execution of a Memorandum of Understanding between Monroe County, the Miami-Dade County Fair & Exposition, Inc. and Miami-Dade County, and authorizing the County Mayor to execute any amendments, renewals, extensions and to exercise any cancellation provisions contained therein

The accompanying resolution was prepared by the Miami-Dade Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

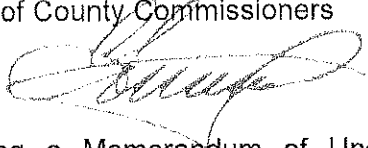
RAC/smm

Memorandum



Date: October 7, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing a Memorandum of Understanding between Miami-Dade County, Monroe County and Miami-Dade County Fair & Exposition, Inc. for Use of E. Darwin Fuchs Pavilion, as a Pet Friendly Evacuation Center

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Memorandum of Understanding between Miami-Dade County, Monroe County and Miami-Dade County Fair & Exposition, Inc., through its department, Miami-Dade Fire Rescue Department, Office of Emergency Management.

SCOPE

The Miami-Dade County Fair and Exposition, 10901 SW 24 Street, is located in within District 11 - Commissioner Juan C. Zapata. This Memorandum of Understanding is countywide.

FISCAL IMPACT/FUNDING SOURCE

All expenses incurred by Miami-Dade County and the Miami-Dade County Fair & Exposition incurred under the auspices of this Memorandum of Understanding will be reimbursement by Monroe County.

TRACK RECORD/MONITOR

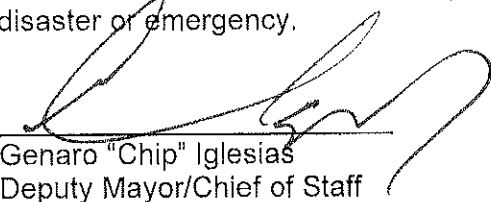
Miami-Dade Fire Rescue Department's Assistant Director, Curtis Sommerhoff, will monitor this Memorandum of Understanding.

BACKGROUND

The Miami-Dade County Fair and Exposition is currently one of three pet friendly evacuation shelters for county residents. In addition to this site, Dr. Michael Krop Senior High School serves as a pet friendly evacuation shelter and Miami Senior High School serves as a back-up.

The purpose of the Memorandum of Understanding is to facilitate Miami-Dade County's support of a pet-friendly evacuation center for Monroe County residents, with pets, that may need to seek public sheltering from a potential Category 3, or stronger, hurricane. The E. Darwin Fuchs Pavilion, located on the grounds of the Miami-Dade County Fair & Exposition is a site capable of serving in this manner.

When threatened by a Category 3, or stronger, hurricane, Monroe County Emergency Management, under the auspices of the Monroe County Comprehensive Emergency Management Plan, requires the evacuation of all Monroe County residents to the mainland. The Pet Evacuation and Transportation Standards Act of 2006 (H.R. 3858) has mandated that such evacuation plans take into account the needs of individuals with house pets and service animals prior to, during, and following a major disaster or emergency.


Genaro "Chip" Iglesias
Deputy Mayor/Chief of Staff




MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(E)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(4)

10-7-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN MONROE COUNTY, THE MIAMI-DADE COUNTY FAIR & EXPOSITION, INC. AND MIAMI-DADE COUNTY, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ANY AMENDMENTS, RENEWALS, EXTENSIONS AND TO EXERCISE ANY CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the execution of the attached Memorandum of Understanding between Monroe County, the Miami-Dade County Fair & Exposition, Inc. and Miami-Dade County, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Eric A. Rodriguez

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 4th day of Dec, 2013, by and between Monroe County, a political subdivision of the State of Florida, by and through its Board of County Commissioners; Miami-Dade County, a political subdivision of the State of Florida, by and through its Board of County Commissioners; and Miami-Dade County Fair & Exposition, Inc., a private non-profit corporation organized and doing business in the State of Florida.

WHEREAS:

1. Monroe County needs a place to shelter pets and their owners in the event of a disaster that requires an evacuation of its residents; and
2. Miami-Dade County and Miami-Dade County Fair & Exposition, Inc. are the owner and tenant respectively of a property (the E. Darwin Fuchs Pavilion) located at the Miami-Dade County Fair Expo grounds that the parties believe would be suitable for such a shelter, and have offered to make the Pavilion available for use under the terms and conditions set forth below.

NOW THEREFORE, the parties hereto agree as follows.

RECITALS

THE PARTIES

1. Miami-Dade County (MIAMI-DADE COUNTY), a political subdivision of the State of Florida, is the owner of the real property with a street address of 10901 SW 24 St, Miami, FL 33165, commonly known as the Miami-Dade County Fair Expo (the "Premises"). The E. Darwin Fuchs Pavilion is one of the buildings at the Premises.
2. Miami-Dade County Fair & Exposition, Inc. ("FAIR"), is a private non-profit corporation organized under Section 501(c)(3) of the Internal Revenue Code and Chapter 616, Florida Statutes, and is a tenant of the Premises under that certain amended and restated lease agreement dated August 1, 1995, as amended from time to time.
3. Monroe County (MONROE COUNTY), a non-charter county, is a political subdivision of the State of Florida. Monroe County Emergency Management is a department within Monroe County.

RECITALS

MISSION STATEMENT:

This is a working document which is intended to facilitate multi-agency sheltering coordination efforts on behalf of the out of county evacuation populations of Monroe County under the following condition:

When a Local State of Emergency is declared for Monroe County, the E. Darwin Fuchs Pavillion shall be used, as a shelter, for MONROE COUNTY'S evacuees travelling with their owned pets. Monroe County residents travelling without pets will be directed, by Monroe County, to a separate facility designated as a Hurricane Evacuation Center (HEC) or Shelter.

When a Local State of Emergency is declared and an evacuation ordered solely by Monroe County, MIAMI-DADE COUNTY's and the FAIR's assistance, as outlined in this Agreement, will be necessary.

When a Local State of Emergency is declared and evacuations ordered by both Monroe County and Miami-Dade County, this facility may be jointly utilized for the same sheltering purposes, by both Miami-Dade and Monroe Counties; with Miami-Dade County taking the lead in its management and coordination.

This document may be amended at any time in writing, as agreed to by all parties, on an as needed basis provided that adequate notice (at least 90 days) is given to allow for input by all parties.

PET FRIENDLY EVACUATION CENTER:

The E. Darwin Fuchs Pavillion, located on the grounds of the Miami-Dade County Fair & Exposition, at 10901 SW 24th Street, Miami, is a site capable of supporting the sheltering of Monroe County's evacuating household pets and their owners.

The Code Plus (170 mph) rated facility allows space for up to 150 animals and up to 350 humans to be jointly housed in the pavillion's 49,000-square foot area.

GENERAL POPULATION CONSIDERATIONS:

In the event the E. Darwin Fuchs Pavillion may be needed for general population sheltering, when no other options are available to Monroe County, the facility may be utilized as an evacuation center. Communications, staffing, payments & invoicing and responsibilities, with the exception of Miami-Dade Animal Services Department, will remain the same as described herein.

COMMUNICATIONS:

When threatened by a Category 3, or above, tropical cyclone, Monroe County Emergency Management, under the auspices of the Monroe County Comprehensive Emergency Management Plan, requires the evacuation of all Monroe County residents to the mainland. The Pet Evacuation and Transportation Standards Act of 2006 (H.R. 3858) has mandated that such evacuation plans "take into account the needs of individuals with household pets and service animals prior to, during, and following a major disaster or emergency." The E. Darwin Fuchs Pavillion may be designated as an out-of-county Pet Friendly Evacuation Center (PFEC) for Monroe County residents. When Tropical Storm Force Winds are anticipated to impact the Florida Keys within 72 hours, Monroe County Emergency Management shall initiate and manage at least daily conference calls to include the Monroe County Shelter Manager, Florida Division of Emergency Management, Miami-Dade County Office of Emergency Management and

Miami-Dade County Animal Services Department. These calls will continue until a determination has been made that the use of PFEC will not be necessary, and/or the PFEC has been closed.

Additionally, notification will be made to the designated Points of Contact, no less than 4 hours prior to the anticipated issuance of an out-of-county evacuation order, through direct telephone communication.

Any official request for use of the E. Darwin Fuchs Pavilion for MONROE COUNTY sheltering use, pursuant to this Agreement, shall be made to the Director of Miami-Dade County's Office of Emergency Management. Upon evaluation of the request, Monroe County Emergency Management shall enter the request for mutual aid support into the Florida Division of Emergency Management's resource request tracking system (currently: EM Constellation).

Points of Contact:

- Miami-Dade County Animal Services Department
Alex, Muñoz, Director
AM13@miamidade.gov
O: (305) 418-7128 - C: (786) 295-5402
- Miami-Dade County Office of Emergency Management
Curt Sommerhoff, Director
Curt.sommerhoff@miamidade.gov
O: (305) 468-5403 - C: (786) 863-9350
- Miami-Dade County Office of Emergency Management
Loubert "Lou" Alexis, Emergency Management Coordinator
Loubert.alexis@miamidade.gov
O: (305) 468-5427 - C: (305) 496-5179
- Miami-Dade County Animal Services Department
Virginia Diaz, Chief, Administrative Services & Collections
vcldiaz@miamidade.gov
O: (305) 418-7151 - C: (305) 219-1117
- Monroe County Emergency Management
Irene Toner, Director
Toner-Irene@monroecounty-fl.gov
O: (305) 289-6065 - C: (305) 797-1305
- Monroe County Emergency Management
John Scott, Shelter Manager
Scott-John@monroecounty-fl.gov
O: (305) 289-6012 - C: (305) 797-1167
- Miami-Dade County Fair & Exposition, Inc.
Jay Baum, Senior Vice President

jbaum@fairexpo.com

O: (786) 315-5118 - C: (786) 586-8800

- Miami-Dade County Fair & Exposition, Inc.
Julio Ramos, V.P. of Operations
jramos@fairexpo.com
O: (786)-315-5357 – C: (786) 586-8801

All parties will provide updated contact information by April 30 of each year. Such contacts lists will be distributed by Monroe County Emergency Management.

EXPENDITURES:

Miami-Dade County Animal Services Department and the FAIR, shall ensure that all expenses incurred, as related to the activation of E. Darwin Fuchs Pavillon as a PFEC, are accurate and verified by proper documentation (e.g., invoices, payroll records, etc.) in line with the Statewide Mutual Aid Agreement. Documentation will be provided within 45-days of the facility's demobilization to Monroe County Emergency Management, for the processing of payment to the affected parties.

Payment shall be made in accordance with the Florida Local Government Prompt Payment Act.

Payment or Invoicing is to be directed to the following entities:

- Miami-Dade County Animal Services Department
Budget & Finance
7401 NW 74 Street
Miami, FL 33166
Attention: Virginia C. Díaz
- Monroe County Emergency Management Department
490 63rd Street, Ocean
Suite #150
Marathon, FL 33050
Attention: Director Irene Toner
- Miami-Dade County Fair and Exposition
10901 Coral Way
Miami, FL 33165
Attention: Senior Vice President Jay Baum

DEMOBILIZATION:

Within 4 hours after departure of the last shelter client, the Monroe County Shelter Manager, Miami-Dade County Animal Services Department designee, and the FAIR designee shall meet at the E. Darwin Fuchs Pavillon to conduct a walk-through to review the condition of all utilized shelter areas. Any damage observed will be noted on the Preliminary Damage Assessment Form (Appendix A).

AFTER ACTION REPORTING:

Within 45-days of the demobilization of the E. Darwin Fuchs Pavilion, all participating entities will meet to discuss the recent event, in order to prepare an After Action Report.

AGENCY RESPONSIBILITIES:

Miami-Dade County Office of Emergency Management:

- (1) Review requests for use of the E. Darwin Fuchs Pavilion as entered into the State's tracking system, EM Constellation, following direct notification by Monroe County Emergency Management.
- (2) Support the Miami-Dade County Animal Services Department in their actions, as specified in this agreement, to aid Monroe County pet sheltering operations.

Monroe County Emergency Management Department:

- (1) Notify the parties of the intent to utilize the E. Darwin Fuchs Pavilion for pet sheltering when discussions regarding evacuation pet sheltering are occurring and/or as soon as a decision to evacuate to Miami-Dade County is made.
- (2) Coordinate with the Miami-Dade County's Office of Emergency Management, any press releases related to sheltering for Monroe County residents with pets, evacuating to Miami-Dade County; prior to their release and dissemination.
- (3) Provide adequate Monroe County staff and/or volunteers to fully manage and operate both the Monroe County evacuee (human and pet) portions of the shelter. Adequate staffing shall at a minimum include: 1 Shelter Manager, and 5 operational/support staff, per shift, 24 hours per day; beginning at least four (4) hours prior to the shelter's opening.
- (4) Coordinate with the American Red Cross South Florida Region, 72 hours in advance of the possible shelter opening for feeding the evacuees (human).
- (5) Coordinate all press releases, and pet registration information, through the Monroe County Emergency Operations Center and the Monroe County Website.
- (6) Provide a list of pre-registered pets to the Miami-Dade County Animal Services Department in order to adequately prepare them for the number of expected animals and potential supplies needed.
- (7) Coordinate, through the Miami-Dade County's Office of Emergency Management, the mobilization and demobilization of the E. Darwin Fuchs Pavilion.
- (8) Maintain a Monroe County representative on-site until all evacuees and pets have left the E. Darwin Fuchs Pavilion, all sheltering resources have been removed from site, and walk-thru/closure has been completed to the satisfaction of the FAIR.

(9) In concert with the FAIR, the Miami-Dade County Animal Services Department, and the Monroe County Shelter Manager and staff, will secure the closure of the E. Darwin Fuchs Pavilion facility.

(10) Reimburse MIAMI-DADE COUNTY, for all services in support of Monroe County PFEC efforts. Reimbursement to MIAMI-DADE COUNTY shall be made in accordance with Florida Local Governments Prompt Payment Act.

(11) Reimburse the FAIR, for use of the E. Darwin Fuchs Pavilion facility and its associated expenses. Reimbursement to the Fair shall be made in accordance with Florida Local Governments Prompt Payment Act.

(12) Monroe County agrees to promptly reimburse MIAMI-DADE COUNTY and the FAIR for any damage to its facilities and/or equipment caused by the implementation of the services covered under this Memorandum of Understanding in accordance with Florida Local Governments Prompt Payment Act.

Miami-Dade County Animal Service Department Responsibilities during Dual Activation:

(1) Provide adequate staff and support necessary to operate the PFEC as outlined in the Miami-Dade County's PFEC Standard Operating Procedures.

(2) Within 45 days of de-activation, provide the Monroe County Emergency Management with all necessary documentation within their possession, or control, to enable MIAMI-DADE COUNTY to be reimbursed for expenditures directly related to the care and support of MONROE COUNTY's portion of the joint PFEC. All documents will be submitted in the standard format in line with the State Wide Mutual Aid Agreement.

Miami-Dade County Animal Service Department Responsibilities during Monroe County only activation:

(1) Provide a pet shelter liaison 24 hours a day familiar with the E. Darwin Fuchs Pavilion Infrastructure to assist with setup, closure, and any logistical needs of the pet portion of the shelter.

(2) Coordinate with the Fair for the provision of assigned and designated parking areas.

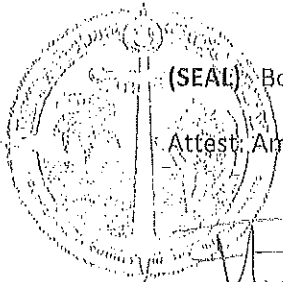
(3) Provide necessary supplies to operate the pet portion of the shelter, such as pet food, pet carriers, crates, and related equipment.

(4) Within 45 days of de-activation, provide the Monroe County Emergency Management with all necessary documentation within their possession, or control, to enable the Miami-Dade County Animal Services Department to be fully reimbursed for said expenditures. All documents will be submitted in the standard format in line with the State Wide Mutual Aid Agreement.

Miami-Dade County Fair & Exposition, Inc. Responsibilities:

- (1) Access and deploy the necessary resources required to address, and correct, any maintenance or infrastructure challenges as may occur during the sheltering mobilization.
- (2) Make accessible a landline and fax/copy machine, and Internet capabilities as may exist.
- (3) Provide for cleanup/trash removal after all resources have been removed from facility.
- (4) Within 45 days of de-activation, provide the Monroe County Emergency Management with all necessary documentation within their possession, or control, to enable the Miami- Dade County Fair & Exposition, Inc. to be fully reimbursed for said expenditures. All documents will be submitted in the standard format in line with the State Wide Mutual Aid Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 24th day of Dec., 2013.



(SEAL) Board of County Commissioners of Monroe County

Attest: Amy Heavilin, Clerk

Deputy Clerk

A handwritten signature in cursive script, reading "Sylvia J. Murphy", is written over a horizontal line.

Mayor/Chairman

Miami-Dade County

By _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Cynthia L. Hall", is written over a horizontal line.
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 11-15-2013

Miami-Dade County Fair & Exposition, Inc.

By A handwritten signature in cursive script, reading "Robert P. Hohenstein", is written over a horizontal line.
Robert P. Hohenstein, President/Chief Executive Officer

Appendix A

FACILITY WALK THROUGH ASSESSMENT FORM			
Pre Event Assessment (Documentation of Building Survey Completed <u>immediately</u> prior to the Sheltering opening.)		Post Event Assessment (Documentation of Building Survey Completed <u>immediately</u> prior to the Sheltering closed.)	
Name of Event/Shelter:		Name of Event/Shelter:	
Walk through Date & Time:		Walk through Date & Time:	
Name of Building Representative or designee:		Name of Building Representative or designee:	
Name of Shelter Unit Leader or Designee:		Name of Shelter Unit Leader or Designee:	
Area Of Shelter	Notes: (Document any obvious areas normal wear and tear, as well as any areas of Damage)	Area of Shelter	Notes: (Document any areas of Damage.)
Bathroom:		Bathroom:	
Kitchen:		Kitchen:	
Office:		Office:	
Storage Area:		Storage Area:	
Sheltering Room ID# : _____		Sheltering Room ID# : _____	
Sheltering Room ID# : _____		Sheltering Room ID# : _____	

Area Of Shelter	Notes: (Document any obvious areas normal wear and tear, as well as any areas of Damage)	Area of Shelter	Notes: (Document any areas of Damage.)
Sheltering Room ID# : _____		Sheltering Room ID# : _____	
Sheltering Room ID# : _____		Sheltering Room ID# : _____	
Sheltering Room ID# : _____		Sheltering Room ID# : _____	
Sheltering Room ID# : _____		Sheltering Room ID# : _____	
Sheltering Room ID# : _____		Sheltering Room ID# : _____	
Sheltering Room ID# : _____		Sheltering Room ID# : _____	
Sheltering Room ID# : _____		Sheltering Room ID# : _____	
Other: _____		Other: _____	
Other: _____		Other: _____	